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15

16   UNITED STATES DISTRICT COURT

                                  DISTRICT OF NEVADA
17

18 ORACLE USA, INC., a Colorado corporation;   Case No 2:10-cv-0106-LRH-PAL
    ORACLE AMERICA, INC., a Delaware
19 corporation; and ORACLE INTERNATIONAL   **DECLARATION OF THOM O'NEILL
    CORPORATION, a California corporation,   IN SUPPORT OF ORACLE'S
20   MOTION FOR PARTIAL SUMMARY
            Plaintiffs,   JUDGMENT**
21   v.

22 RIMINI STREET, INC., a Nevada corporation;
    SETH RAVIN, an individual,
23
            Defendants.
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A/74850161.1

1   I, Thom O'Neill, declare as follows:

2   1.   I am Senior Manager of Global Imaging at plaintiff Oracle America, Inc.

3 As Senior Manager of Global Imaging, I am responsible for managing the imaging application

4 that Oracle uses to maintain copies of its license agreements with its customers. I joined Oracle

5 Corporation in June 1990 and have been employed by an Oracle entity since that time. I have

6 personal knowledge of the facts set forth in this declaration and would competently testify to

7 them if called upon to do so.

8   2.   I submit this declaration as Oracle's duly authorized custodian of records

9 for customer software license agreements. As a general matter, Oracle's regular practice is to

10 store in customer contracts databases true and correct copies of software license agreements that

11 Oracle or its acquired companies (including PeopleSoft, J.D. Edwards, and Siebel) have entered

12 into with customers. Since before 2005, Oracle's regular practice has been to store customer

13 license agreements in these contracts databases at or near the time the agreements were obtained,

14 and then to continue to store them in Oracle's databases on its systems. Since before 2005,

15 Oracle has regularly maintained these databases, and has used them to access license agreements

16 such as the documents referred to in Paragraphs 3 through 10 below in the ordinary course of

17 business.

18   3.   The document attached to the Appendix as Exhibit 10 (ORCLRS0004135-

19 40) is a true and correct copy of a license agreement between PeopleSoft, Inc. and the City of

20 Flint with an effective date of September 22, 1997.

21   4.   The document attached to the Appendix as Exhibit 11 (ORCLRS0164981-

22 87) is a true and correct copy of a license agreement between PeopleSoft USA, Inc. and

23 Pittsburgh Public Schools with an effective date of December 27, 2000. Oracle has redacted

24 certain pricing information from Exhibit 11.

25   5.   The document attached to the Appendix as Exhibit 12 (ORCLRS0162923-

26 27) is a true and correct copy of a license agreement between PeopleSoft USA, Inc. and City Of

27 Des Moines with an effective date of February 16, 1998.

28   6.   The document attached to the Appendix as Exhibit 13 (ORCLRS0163100-

DECLARATION OF THOM O'NEILL IN SUPPORT OF
ORACLE'S MOTION FOR PARTIAL SUMMARY JUDGMENT

1   04) is a true and correct copy of a license agreement between PeopleSoft, Inc. and Lane County,

2   Oregon with an effective date of June 23, 1997.

3   7.   The document attached to the Appendix as Exhibit 14 (ORCLRS0163040-

4   43) is a true and correct copy of an upgrade amendment between PeopleSoft USA, Inc. and the

5   City Of Eugene, Oregon with an effective date of April 24, 2001. Oracle has redacted certain

6   pricing and customer contact information from Exhibit 14.

7   8.   The document attached to the Appendix as Exhibit 15 (ORCLRS0053220-

8   27) is a true and correct copy of a license agreement between PeopleSoft, Inc. and Dave &

9   Buster's, Inc. with an effective date of December 23, 1997.

10   9.   The document attached to the Appendix as Exhibit 16 (ORCLRS0164131-

11 35) is a true and correct copy of a license agreement between J.D. Edwards and Giant Cement

12 Holding, Inc., with an effective date of December 31, 2002.

13   10.   The document attached to the Appendix as Exhibit 17 (ORCLRS0810822-

14 32) is a true and correct copy of a license agreement between Siebel Systems, Inc. and Novell,

15 Inc. with an effective date of October 29, 1997.

16   11.   I declare under penalty of perjury under the laws of the United States that

17 the foregoing is true and correct and that this declaration is executed at Rocklin, California, on

18 March 28, 2012.

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20   Thom O'Neill

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